



Order under Section 69 Residential Tenancies Act, 2006

Citation: Namolovan v Krajcovic, 2024 ONLTB 1225

Date: 2024-01-05

File Number: LTB-L-049159-23

In the matter of: 4274 SHUTTLEWORTH DR
NIAGARA FALLS ON L2G3R6

Between: Anton Namolovan

and

Joseph Marcel Krajcovic
Katie Roseann Dennis

I hereby certify this is a
true copy of an Order dated
Jan 05, 2024
Landlord and Tenant Board

Landlord

Tenants

Anton Namolovan (the 'Landlord') applied for an order to terminate the tenancy and evict Joseph Marcel Krajcovic and Katie Roseann Dennis (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on December 18, 2023.

The Landlord's Legal Representative, Sabrina Sciulli, the Landlord, the Landlord's Support, Kristina Namolovan, and the Tenant, Joseph Marcel Krajcovic, on behalf of both Tenants, attended the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

At the hearing, the parties agreed:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$2,400.00. It is due on the 15th day of each month.
4. The Tenants have not made any payments since the application was filed.
5. The rent arrears owing to December 31, 2023 are \$21,600.00.
6. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

7. The Landlord collected a rent deposit of \$2,400.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
8. Interest on the rent deposit, in the amount of \$41.42 is owing to the Tenants for the period from April 11, 2023 to December 15, 2023.
9. The parties requested a final, non-voidable termination of this tenancy based on their agreement to terminate the tenancy as of January 31, 2024. The application is amended to include an L3 application for termination of the tenancy. As a consequence, the Tenants do not have the option to void the eviction order under subsections 74(4) or 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') by paying the outstanding rent arrears.
10. The parties agree that the Landlord is waiving any rent owing for the period of January 15, 2024 to January 31, 2024.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated. The Tenants must move out of the rental unit on or before **January 31, 2024**.
2. If the unit is not vacated on or before January 31, 2024, then starting February 1, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after February 1, 2024.
4. If the unit is not vacated on or before January 31, 2024, then starting January 21, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
5. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 1, 2024.
6. The Tenants shall pay to the Landlord **\$21,744.58**. This amount includes the rent arrears owing up to January 31, 2024, and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit is deducted from the amount owing by the Tenants.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 1, 2024, the Tenants will start to owe interest. This will be simple interest calculated from February 2, 2024 at 7.00% annually on the balance outstanding.

January 5, 2024
Date Issued



Candace Aboussafy
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 1, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay

Rent Owing to January 14, 2024	\$24,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
Less the amount the Tenants paid to the Landlord since the application was filed	- \$0.00
Less the amount the Tenants paid into the LTB since the application was filed	- \$0.00
Less the amount of the last month's rent deposit	-\$2,400.00
Less the amount of the interest on the last month's rent deposit	-\$41.42
Less the amount the Landlord owes the Tenants for an{abatement/rebate}	- \$0.00
Less the amount of the credit that the Tenants are entitled to	- \$0.00
Total the Tenants must pay to continue the tenancy	\$21,744.58